

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NATASHA AYALA, et al.,

Plaintiffs,

v.

AT&T MOBILITY SERVICES, LLC,
et al.,

Defendants.

Case No. 2:18-cv-08809-FLA (MRWx)

CLASS ACTION

JUDGMENT

JUDGMENT

For the reasons set forth in the court's Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement and Motion for Attorney's Fees (Dkt. 92), the court APPROVES the parties' class action settlement and ENTERS Judgment as follows:

1. The Class Action Settlement Agreement (“Settlement Agreement” or “Settlement,” Dkt. 73-3) is incorporated by reference in this Judgment.

2. For purposes of this Judgment, the court CERTIFIES the Settlement Class under the following definition:

The term “Class Members” means all current and former hourly, non-exempt employees who worked for AT&T Mobility Services LLC at any call center in the State of California at any time from August 22, 2014, to July 31, 2015, and received commission payments.

3. All participating Class Members shall be bound by the terms and conditions of the Settlement Agreement, and all court orders regarding the Settlement. The 23 individuals who did not receive notice of the action and Settlement are not to be considered participating Class Members. *See* Dkt. 92 at 8.

4. The Released Parties are released and discharged from any and all liability with respect to the Class Member's Release in Paragraph 37 of the Settlement Agreement.

5. The court finds and determines that the individual settlement amounts to be paid to participating Class Members, as provided for by the Settlement, are fair and reasonable. The court hereby grants final approval and orders the payment of those amounts to the participating Class Members in accordance with the terms of the Settlement.

6. The court approves David P. Myers, Robert M. Kitson, and Jason Hatcher, of The Myers Law Group, A.P.C., as Settlement Class Counsel, and approves the request for an award of \$50,000.00 in attorney's fees and \$7,500.00 in

1 reasonable litigation costs.

2 7. The court approves Plaintiff Kellen Shaw (“Shaw”) as the Class
3 Representative and approves a service award for Shaw in the amount of \$5,000.00.

4 8. The court approves Atticus Administration, LLC as the Settlement
5 Administrator, to administer the Settlement consistent with the terms of the
6 Settlement Agreement and this Judgment, and approves payment of \$12,000.00 for
7 its services rendered as Settlement Administrator.

8 9. The Parties are hereby ordered to comply with the terms of the
9 Settlement Agreement.

10 10. Without affecting the finality of this Judgment, the court shall retain
11 exclusive and continuing jurisdiction over the action, the Class Representative, the
12 Class Members, and Defendant for purposes of supervising the consummation,
13 administration, implementation, enforcement, and interpretation of the Settlement
14 Agreement and all other matters covered in this Judgement.

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16 IT IS SO ORDERED, ADJUDGED, AND DECREED.

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18 Dated: March 18, 2024

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21 FERNANDO L. AENLLE-ROCHA
22 United States District Judge

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